

REQUEST FOR RESPONSE

PROCURING DEPARTMENT: MASSACHUSETTS DIVISION OF MARINE FISHERIES
ADDRESS: 251 CAUSEWAY ST., BOSTON, MA 02114
TELEPHONE #: 978-282-0308 **FAX #:** 617-727-3337

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RFR FILE NAME/TITLE: INDUSTRY-BASED SURVEY FOR GULF OF MAINE COD
RFR FILE NUMBER: 3002

PROCUREMENT TEAM LEADER/RFR CONTACT PERSON: BILL HOFFMAN

PROCUREMENT MANAGEMENT TEAM (PMT)/CATEGORY:

REQUIRED AND OPTIONAL RFR SPECIFICATIONS

In general, most of the required contractual stipulations are referenced in the Standard Contract Form and the Commonwealth Terms and Conditions (either version). However, the following RFR provisions must appear in all Commonwealth competitive procurements conducted under 801 CMR 21.00:

REQUIRED RFR PROVISIONS

The terms of 801 CMR 21.00: Procurement of Commodities and Services (and 808 CMR 1.00: Compliance, Reporting and Auditing for Human and Social Services, if applicable) are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00 (and 808 CMR 1.00, if applicable). Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, responses, and documentation must be in English, all measurements must be provided in feet, inches, and pounds and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this RFR. No electronic responses may be submitted in response to this RFR.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by case basis. A bidder requesting accommodation must submit a written statement, which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Best Value Selection and Negotiation. The PMT may select the response(s), which demonstrates the best value, overall, including proposed alternatives that will achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Costs. Costs, which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, will not be compensated under any contract awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Comm-PASS. This RFR has been distributed electronically using the Comm-PASS system. RFR attachments that are referenced will be found either as a separate .pdf file along with the RFR, or are found in the "Forms and Information" section at: (<http://www.comm-pass.com/comm-pass/forms.html>). Bidders are solely responsible for obtaining and completing required attachments that are identified in this RFR and for checking Comm-PASS for any addenda or modifications that are subsequently made to this RFR or attachments. The Commonwealth and its subdivisions accept no liability and will provide no accommodation to bidders who fail to check for amended RFRs and submit inadequate or incorrect responses. Bidders are advised to check the "last change" field on the summary page of RFRs for which they intend to submit a response to ensure that they have the most recent RFR files. Bidders may not alter (manually or electronically) the RFR language or any RFR component files. Modifications to the body of the RFR, specifications, terms and conditions, or which change the intent of this RFR are prohibited and may disqualify a response.

Northern Ireland Notice and Certification. All bidders must complete the Northern Ireland Notice and Certification form to satisfy M.G.L. c.7 section 22C, which states that no state agency may procure commodities or services from any bidder employing ten (10) or more employees in an office or other facility located in Northern Ireland unless the bidder certifies through the notice and certification form that if it employs ten or more employees in Northern Ireland, a) the bidder does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief, b) the bidder promotes religious tolerance within the workplace and the eradication of any manifestations of religious and other illegal discrimination and, c) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Subcontractors are required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.

Affirmative Market Program. Massachusetts Executive Order 390 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, as joint venture partners, or as subcontractors.

Non-M/WBE bidders are strongly encouraged to develop creative initiatives to help foster *new business relationships* with M/WBEs within the primary industries affected by this RFR. The highest number of points will be awarded for responses that clearly illustrate how the proposed business relationship(s) will result in the development and growth of M/WBEs within these primary industries. A lesser number of points will be awarded for traditional subcontracting relationships. The least number of points will be awarded for ancillary uses of M/WBEs.

In order to satisfy this section, the bidder must submit: the names, addresses, phone numbers and contact persons of each M/WBE firm; a description of each business relationship to be established; and the actual dollar amounts, or percentages, to be awarded to each M/WBE firm. MBE and WBE firms must submit a copy of their SOMWBA certification letter for the current period. A directory of SOMWBA certified firms is available via the Internet at www.magnet.state.ma.us/somwba.

A Minority Business Enterprise (MBE) or a Woman Business Enterprises (WBE) is defined as a business that has been certified as such by the State Office of Minority and Women Business Assistance (SOMWBA). Minority and women-owned firms that are not currently SOMWBA-certified but would like to be considered as an M/WBE for this RFR should apply for certification. A fast track application is available, and will be considered for the purposes of this RFR. For further information on SOMWBA certification contact the State Office of Minority and Women Business Assistance at (617) 727-8692 or via the Internet at www.magnet.state.ma.us/somwba.

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. *Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:*

E08 - Telecommunication Services, Voice
EE8 - Telecommunication Services, Data
E09 - Software purchases
H03 - IT consulting & Maintenance
J08 - IT Cabling/installation & maintenance
K01 - IT equipment purchases
L01 - IT TELP
L21 - IT Rental or Lease
L41 - IT Technical Support

Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth’s right of recovery for personal injury or property damages or patent and copyright infringement under Section 11, nor the Commonwealth’s ability to join the Contractor as a third party defendant. Further, the term “other damages” shall not include, and in no event shall the Contractor be liable for damages for the Commonwealth’s use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract Scope of Work) that is the subject of the claim. Section 11. sets forth the Contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11. of the Commonwealth Terms and Conditions.

OPTIONAL RFR PROVISIONS

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

Brand Name or Equal. Unless otherwise specified in this RFR, any reference to a particular trademark, trade name, patent, design, type, specification, producer or supplier is not intended to restrict this RFR to any manufacturer or proprietor or to constitute an endorsement of any commodity or service, and the department may consider clearly identified offers of substantially equivalent commodities and services submitted in response to such reference.

Alternatives. A response which fails to meet any material term or condition of the RFR, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, bidders may submit responses proposing alternatives, which provide equivalent, better, or more cost-effective performance than achievable under the stated RFR specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the contract. The response should describe how any alternative achieves substantially equivalent or better performance to that of the RFR specifications. The department will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this RFR is to provide the best value of commodities and services to achieve the procurement goals of the department. Bidders that propose discounts, uncharged commodities and services or other benefits in addition to the RFR specifications may receive a preference or additional points under this RFR as specified.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Inter-Department Purchase. Departments reserve the right to include an option for other departments to purchase services or commodities under the same terms of the contract. Should departments exercise this option, bidders will be required to specify their ability to extend services to other departments and the rates to be used.

Year 2000 Compliance for Commodities and Services RFRs. Bidders must represent and warrant that the information technology for this contract is year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Year 2000 Compliance for Systems RFRs. Bidders must represent and warrant that this system and all interfaces to this system that the contract is providing, including but not limited to interfaces with other systems and data entry interface for this system, are year 2000 compliant. Year 2000 compliant means information technology that accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, to and between the twentieth and twenty-first centuries and the years 1999 and 2000 including leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology shall accurately process date/time data if the other informational technology properly exchanges date/time data with it. This warranty shall survive the expiration or termination of this contract.

Environmentally Preferable Products and Services. The department and contractor (s) may negotiate during the contract term to permit the substitution or addition of Environmentally Preferable Products (EPPs) when such products become available at a competitive cost and satisfy the department's performance needs. Unless otherwise specified in the RFR, during evaluation of responses, an EPP may be considered best value even when the price is greater than that of a non-EPP (recommended not to exceed 10% in price). Bidders are encouraged to submit information to identify any and all environmental attributes of the product or services being procured, even when such attributes are not being required.

1. DESCRIPTION OR PURPOSE OF PROCUREMENT:

Massachusetts Division of Marine Fisheries wishes to arrange contracts with commercial fishing vessels to provide support and service for a cod Industry-based survey.

2. ACQUISITION METHOD TO BE USED FOR CONTRACT(S):

☐ Outright Purchase ☒ Fee For Service ☐ License ☐ Tax Exempt Lease Purchase (TELP)

☐ Term Lease ☐ Rental (not to exceed 6 months) ☐ Other (specify):

3. SINGLE OR MULTIPLE CONTRACTORS FOR CONTRACT PERFORMANCE

☐ Single Contractor ☒ Multiple Contractor

4. SINGLE OR MULTIPLE DEPARTMENTS MAY CONTRACT UNDER THIS RFR:

☐ Only Procuring Department May contract Under this RFR

☒ Option To Allow Other Departments/Political subdivisions to Contract under RFR

☐ Statewide Contract – All Departments may purchase under terms of RFR

☐ Multiple Un-identified Additional Departments may purchase under terms of RFR

☐ Multiple Identified Departments Listed in RFR may purchase under terms of RFR

5. TOTAL ANTICIPATED DURATION OF CONTRACTS

Initial Contract Duration ☐ One-Time Purchase ☐ Month(s) ☐ 1 Year(s)

Options to Renew

☐ 2 Options to Renew not to exceed: ☐ Month(s) ☐ 1 Year(s)

6. TOTAL ANTICIPATED EXPENDITURES FOR TOTAL ANTICIPATED DURATION OF CONTRACT(S): (Amounts indicated are only estimates. Contract amounts during the period

of any contract are subject to a selected bidder's response, and may increase or decrease based on contract negotiations, performance selected, appropriation or availability of funds.)

Estimated Value of Procurement (Including Anticipated Renewal Options): Approximately \$150,000

☐ Contracts will have a Maximum Obligation Amount.

☒ Contract(s) will NOT have a Maximum Obligation Amount.

☐ Compensation will be subject to Quotes by List of Qualified Contractors (Maximum Obligation or Rate of Contract)

Will Federal Funds be used to fund part of Contract(s) ☐ No ☒ Yes

The Division of Marine Fisheries has been awarded Federal contracts to perform surveys of Cod using commercial fishing vessels. Federal funding will be used to pay for use of fishermen's vessels and fishing gear for survey work. The research surveys anticipated for the vessels responding to this RFR are supported by a mixture of Federal and state funds.

7. INDICATE CONTRACT AND PERFORMANCE SPECIFICATIONS

A bid must be completed by respondents as instructed on attachment A

8. PROPOSAL EVALUATION PROCEDURES

A bid evaluation worksheet is available upon request following the submission deadline

9. INSTRUCTIONS FOR SUBMISSION OF RESPONSES:

Requirements for Responses, Where and How to Submit Responses, # of copies of Responses, Format Requirements)

- a) Two copies of the response shall be submitted to Darlene Pari, Div of Marine Fisheries, 251 Causeway St., Boston, MA 02114 no later than 5 PM, April 30, 2003
- b) The response shall include a Bidders Data Sheet (Attachment A)
- c) The response shall include all required forms. Please see section 11 RFR attachments, below. Contact Darlene Pari if forms cannot be obtained from the Comm-pass website.

10. DEADLINE FOR RESPONSES or procurement Calendar:

Responses must be received at the Boston address above by 5PM **May 21, 2003**

11 RFR ATTACHMENTS to be completed

All bidders will be required to complete, execute and return the following documents: (Forms are available via the State Internet site <http://www.comm-pass.com>)

1. Bidders will be required to complete, execute and return the [Commonwealth Terms and Conditions](#). If the Bidder already has executed and filed the [Commonwealth Terms and Conditions](#), please indicate this in your Response.

The Commonwealth Terms and Conditions shall be incorporated by reference into any Contract for Commodities and Services executed pursuant to this RFR. A Bidder is required to execute the Commonwealth Terms and Conditions only once.

2. All Bidders must complete and submit a [Verification of Taxation Reporting Information \(W-9\) Form](#).

3. All Bidders must complete and submit a [Commonwealth Standard Contract](#).

4. All Bidders must complete and submit a [Northern Ireland Notice and Certification](#).

5. All Bidders must complete and submit an [Electronic Funds Transfer Form \(EFT\)](#).

These Forms are required if the ESTIMATED VALUE OF THE PROCUREMENT (the initial period with ALL options to renew) is \$50,000 or greater.

1. All Bidders must complete and submit a [Contractor Authorized Signature Verification Form](#).
2. All Bidders must complete and submit an [Affirmative Action Plan Form](#).

Consultants must also complete this form.

3. All Bidders must complete and submit a [Consultant Contractor Mandatory Submission Form](#).

Request for Response

Vessels to support Gulf of Maine Industry-Based Cod Survey

Introduction

The Massachusetts Division of Marine Fisheries (*Marine Fisheries*) is seeking bids from commercial otter trawl fishing vessels for a pilot industry-based survey (IBS) designed for Gulf of Maine cod. The primary objective of the project is to survey aggregations of cod in time and space to describe cod distribution by stock demographic characteristics (age, structure, spawning, and variance) and develop an aggregation map. This survey of cod distribution is needed to monitor inshore cod stocks, assess the importance of these areas as nursery and spawning grounds, and to improve management decisions. The survey will obtain more detailed information about cod than is currently available from the existing surveys and will help refine the description of future closures in space and time.

Project Purpose

The Industry-Based Cod Survey (IBS) is a cooperative research program that has been designed to investigate and implement various methods of improving the government's fishery independent data collection using commercial harvesting vessels. Under the Cooperative Research Partners Initiative (CRPI), the National Marine Fisheries Service (NMFS) has established a collaborative program to encourage fishing industry participants to work more closely with scientists and managers at the Federal, State, and Council level to collect data that will improve the knowledge of marine fish populations and translate this data as an expanded information base for monitoring of existing, and developing new, fishery management strategies. *Marine Fisheries* has been awarded a contract from NMFS to implement the IBS program. Throughout the survey, guidance will be given from CRPI and the IBS implementation committee, which is comprised of government and industry representatives from Maine, New Hampshire, Massachusetts, Rhode Island, NMFS, Northeast Fisheries Science Center, and the New England Fishery Management Research Steering Committee (NEFMRS).

There are seven main objectives for this study. They are:

- To complement NMFS, state, and other surveys to characterize cod distribution.
- To contribute to filling the gaps in time and space, that are inherent in NMFS and state surveys, and improve robustness of stock assessments for cod.
- To collect information on stock demographics (age structures, and spawning condition) of cod.
- To investigate the association of cod with other species in time and space.
- To provide opportunities for complementary projects to take advantage of ancillary cruise information.

- To move toward the development of an optimal survey design for cod.
- To develop a collaborative relationship in conducting the survey between *Marine Fisheries* and industry.

A pilot, by definition, is a test of concept to learn what works and what does not work. After the pilot phase of the industry-based survey, it is a long-term goal to obtain necessary funding and fully implement the IBS program.

Project Summary

Marine Fisheries looks to contract four vessels to conduct the survey. Two vessels shall be from the Commonwealth of Massachusetts and one vessel each from the states of Maine and New Hampshire. The survey shall consist of approximately 10 sea days of net calibration (actual number of sea days needed for calibration may vary from boat to boat), and two 10 sea day sampling cruises. The location of the survey shall be in the Gulf of Maine waters from the shore out to approximately 60 fathom depth (including Cashes Ledge but not including Georges Bank). This survey shall be conducted within the area specified from 41°30' North latitude to the northern extreme of the Hague line. The investigation will be a random-stratified survey design with targeted adjustments to accommodate areas of particular concern to industry participants in localized areas. The sampling design is such that trawl vessels shall conduct thirty-minute tows at a speed of approximately three knots, attempting to average 5 tows per day. There shall be approximately 200 stations over the two time periods for a total of 400 stations. Each boat will cover approximately 50 stations over the 10 sea day survey. 80% of the stations shall be inshore (8 days per vessel) and 20% (2 days per vessel) will be offshore. When bidding, one sea day will be considered 24 hours, but in reality could be less than that depending on steam time between sample stations, speed of vessel, presence/absence of fixed gear at the station, bottom type, weather conditions, etc. In order to avoid wasteful discard, the catch shall be taken ashore. Proceeds shall not go to the benefit of the vessel, rather will be placed into a dedicated fund and will pay for Industry-Based survey projects with in *Marine Fisheries*, as well as the other participating states. This approach will eliminate any perception of, or incentive for, participants to alter their research practices to increase their catch of fish. Crew will be trained and expected to assist scientific staff in quantifying the catch. In addition to, they will be responsible for cleaning, stowing and offloading catch. Vessels will not be required to use a day-at-sea. This approach will dramatically offset the opportunity cost of using a day-at-sea for research instead of commercial fishing, while still maintaining incentive for industry participation. The time schedule for the development and implantation of the project and survey is as follows:

April – May:	Solicit vessels and net manufacturer/designer
May 7:	Begin accepting responses
May 21:	Deadline for responses
May 30:	Vessels and net manufacturers/designers notified

August 1:	Standardize trawl at flume tank
August 31:	Deadline for completion of 6 trawl nets
September 1:	Begin calibration tows (10 sea days/vessel)
Mid Nov-Dec.:	First survey begins (10 sea days/vessel)
Jan-early March:	Second survey begins (10 sea days/vessel)

Vessel Criteria

To qualify the following criteria must be met by the prospective fishing vessel:

- A minimum 50 feet L.O.A.
- Ample deck space for digital balance, sampling gear, pallet with back up sample net, vessel crew, and scientific personnel to quantify catch.
- Larger vessels used in multi-day trips (e.g. Cashes ledge) shall have a minimum of five bunks.
- Sufficient fishing experience and knowledge of local fishing grounds as documented through historical landings.
- Capable of towing a standardized trawl with an approximate fishing circle of 154 feet, at a minimum speed of 3 knots.
- A full complement of crew must be provided, including minimally one captain and two able bodied fishermen. Captain and crew will be responsible for operating the vessel and all fishing related equipment (winches, nets, booms, and so on). Vessel crew will maintain and make minor repairs necessary to keep fishing gear in operating condition. Major net damage will be repaired by the net manufacturer.
- Vessels shall be properly licensed by all pertinent state and federal agencies and carry safety equipment in conformance with all US Coast Guard regulations for commercial fishing vessels. *Marine Fisheries* personnel will supply their own immersion suits.
- Sufficient number of totes and ice for the stowing of catch during the cruise and the sale at the end of each cruise/day.
- Vessels must be equipped, at a minimum, with a compass, depth sounder, chart plotter, radar, loran-C, GPS (support interface w/ NMEA), VHF radio, and an EPIRP.
- Vessels shall provide fuel, lubricants, food, dockage, and other consumables necessary to conduct the fishing operation.

- Available to participate in planning meetings required to prepare participants for the project.

General Information

Proposal should include:

1. Vessel Name
2. Captain's name, address, phone, cell/boat phone
3. Vessel owner name, address, business phone, cell/boat phone (if different than above)
4. Usual port/other ports
5. Vessel specifications
 - LOA
 - Engine type and horsepower
 - Number of net reels
 - Fish hold size and features (approximate dimensions, pounds of fish, bin for ice)
 - List of electronics (including make and model)
 - Number of bunks, heads
6. Indicate whether the vessel is capable of towing a trawl that has a 154 foot fishing circle at a speed of 3 knots
7. Do you have a NEMA compatible GPS or Plotter?
8. Certificate of insurance or statement of willingness to provide same showing that vessel is covered for captain, crew, and up to two scientific staff
9. Two fixed sea day charter rates; one for inshore days, and another for offshore days. This rate should include: vessel, captain, crew, fuel, food, time before and after trip spent loading and unloading nets and gear, and all other consumables and costs
10. Photographs of vessel including beam and deck layout
11. Other characteristics, information, or comments

Marine Fisheries reserves the right to reject any or all proposals and, if need be, to require interviews with key personnel of bidders prior to contract award. The state reserves the right to renew any contractual agreements as a result of this RFR based on mutual agreeable terms of one year each.

